

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-42-T - ORDER NO. 2019-201

APRIL 4, 2019

IN RE: Application of Moving with Moxie, LLC)	ORDER APPROVING
d/b/a All My Sons Moving & Storage of)	APPLICATION TO
Hilton Head for Approval of Tariff Rate)	AMEND TARIFF
Changes)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton Head (“All My Sons Hilton Head,” “Applicant” or “Company”) to amend the Company’s current tariff. All My Sons Hilton Head presently holds a Class E Certificate of Public Convenience and Necessity (Certificate No. 9750-A) to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

Upon receipt of the Application, the Commission’s Clerk’s Office instructed All My Sons Hilton Head to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company’s Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proof of publication of the Notice of Filing. No protests or petitions to intervene were received.

¹ See Commission Order Nos. 2004-630, 2004-630(A), 2005-237, and 2017-572 issued in Docket No. 2004-245-T.

By its Application All My Sons Hilton Head seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company's current tariff.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on March 5, 2019. ORS's Impact Study revealed one consumer complaint had been filed against the Company within the past 12 months; however, the complaint was determined to be an inter-city move and thus unregulated. ORS advises that All My Sons Hilton Head was in compliance with the Commission's rules and regulations at its compliance review on February 27, 2019. Furthermore, according to ORS, All My Sons Hilton Head is currently in compliance with all filing and reporting requirements.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by All My Sons Hilton Head to the South Carolina Tariff Bureau's (SCTB) rates, it appears that some of the rates are above the SCTB rates while others are below, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

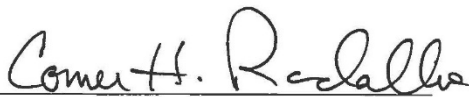
Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by All My Sons Hilton Head is just and reasonable for the Company and its customers. Accordingly, the Company's Application to amend its current tariff should be approved.

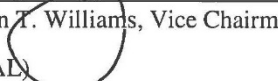
IT IS THEREFORE ORDERED THAT:

1. The Application of Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton Head to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. Randall, Chairman


Justin T. Williams, Vice Chairman
(SEAL)

AMS TARIFF NO. ____

Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton
Head

JOINT AND LOCAL RATES
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE: April 1, 2019

ISSUED BY:

Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton
Head

Moving with Moxie, LLC d/b/a All My Sons Moving & Storage of Hilton
Head

I. Packing/Moving/Labor Rates:

A. October 1 through April 30 (Off Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$109.00
Van + 3 men	\$139.00
Van + 4 men	\$169.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
------------------------	-------------

Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

B. May 1 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$159.00
Van + 4 men	\$189.00

Notes:

1. \$45 charge per hour per additional man.
2. Standard rates charged for each additional van. Example: The hourly rate for an offseason weekday move with 2 vans + 4 men is \$218.00 (\$109.00 + \$109.00).
3. 2-hour labor minimum on all moves.
4. 3-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Hilton Head office / warehouse
6. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$109 (off peak weekday van + 2 men) = round trip travel charge of \$327.00).
8. Wait time not caused by the carrier will be charged at the applicable hourly rate.
9. Additional stop other than the final destination charged at standard hourly rates.
10. For all active members of the Armed Forces, the carrier may utilize its off peak rates, regardless of season.

11. Hourly rates will be billed in quarter hour increments. All hourly rates will be rounded back to the nearest quarter hour from the origin to the destination. All hourly rates will be rounded forward to the nearest quarter hour from the destination returning to the origin.
12. The carrier will not charge for overtime.

II. Fuel Surcharge

A fuel surcharge of 12% of the total bill (labor travel and materials) will be added to each bill.

III. Bulky Items

At standard packing/labor/moving Hourly Rates

IV. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

V. Rules and Regulations

A. Claims

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. Customer(shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article

unless specifically expected. The customer (shipper) hereby declares valuations in excess of the above limits on the following articles: No additional valuation purchased.

B. Computing Charges

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V less and applicable discounts or charges waived by the carrier that are consistent with this tariff and which have been approved by the Public Service Commission.
2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

C. Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of this tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession with or without All My Sons Moving & Storage's knowledge.

E. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with a copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading,

attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.

2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is attached hereto as Addendum C and its terms are incorporated by reference as if they were repeated verbatim here.

F. Delays

1. All My Sons Moving & Storage is not liable for any delays in transporting household goods resulting from an act of God.



NOTICE
LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD AND/OR
ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to be moved into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered

disassembly of the furniture.

- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee

Date



***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** All My Sons Moving & Storage cannot be held responsible for items left at residence after loading. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** _____
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack theses items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value. **Initial:** _____
4. **Appliances/Electronics:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing or electrical items. Our men are not qualified nor allowed procedural to do this. All sensitive electronics and TVs (Plasma,LCD, LED) will need to go into their original boxes or crate will need to be built for their protection. We can provide this for you at an additional charge. **Initial:** _____
5. **Firearms/Chemicals:** We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for

Page 7 of 7 **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur. **Initial:** _____

7. **Payment:** All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing. We accept Cash and Major Credit and Debit Cards: **Initial:** _____

8. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article** unless specifically accepted. The customer hereby declares valuations in excess of the above limits on the following articles: **NO ADDITIONAL VALUATION PURCHASED.** **Initial:** _____

Customer Signature: _____ **Date:** _____